

- 4.2 Monthly counts of calls routed to Ameritech's CNA center will be determined by MFS and reported to Ameritech no later than the tenth (10th) calendar day of the following month, for billing to MFS.
- 4.3 MFS will pay Ameritech for all undisputed amounts within thirty (30) days of receipt of the invoice for the DA services performed by Ameritech. When the payment date falls on a weekend or holiday, the due date shall be the next business day. Disputed amounts will be paid as outlined in Section 4.5 below.
- 4.4 A late payment charge of 1.5% monthly or the highest legal rate will be charged if payment is not received within forty-five (45) days of MFS' receipt of the invoice.
- 4.5 If any portion of the billing statement is in dispute, the disputing party shall inform the other party in writing of the disputed amount(s) involved. "Post payment disputed amounts" shall also be declared in writing to the other party subsequent to the payment and receipt of funds applicable to the disputed portion of any statement. Parties will have until thirty (30) days from the date the disputing party identified the dispute in writing to resolve the dispute. Such disputed amounts or post payment disputed amounts shall be payable by the 15th day from the date of resolving the dispute. In the event a dispute cannot be reconciled between the parties, it shall be resolved through the procedure described in Exhibit D.

5. Term and Termination

- 5.1 This Agreement shall become effective on the day it is signed by both parties and shall remain in effect for one (1) year.
- 5.2 The charges for the services provided under this Agreement (i) are set forth in Exhibit A attached hereto, (ii) shall remain firm fixed for the initial one (1) year term of this Agreement, and (iii) may be revised after such initial term pursuant to written notice given to MFS no less than sixty (60) days in advance of the effective date of the price revision and unless for reasons beyond Ameritech's reasonable control Ameritech's costs materially increase, prices shall not increase (expressed as a percentage of the price in effect immediately preceding the increase) by more than 10% per year.

- 5.3 This Agreement shall be automatically renewed after the initial term and shall continue in full force and effect unless terminated in writing by either party ninety (90) days in advance of the expiration of the initial term. Subsequent to the initial term, this Agreement may be terminated by either party with ninety (90) days written notice.
- 5.4 If either party materially fails to perform its obligations under this Agreement, the performing party, after notifying the non-performing party of the failure to perform and allowing the non-performing party thirty (30) days to cure such failure, may terminate this Agreement immediately upon written notice to the non-performing party.
- 5.5 Upon termination of this Agreement, all claims by Ameritech or MFS for amounts due from the other under this Agreement must be made in writing within ninety (90) days after the termination of this Agreement.
- 5.6 Notwithstanding anything to the contrary in this Agreement, if legal or regulatory decisions or rules compel Ameritech or MFS to change the Agreement, then the parties will meet, negotiate in good faith and, if accord is reached, make the required changes by written agreement. If any changes are material and either of the parties determines that such material changes are not consistent with its interests, it may terminate the Agreement. Termination under these conditions shall be deemed a termination without cause, and neither party shall have any liability in connection with such termination.

6. Indemnification

- 6.1 To the extent not prohibited by law, each party shall defend, indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability arising out of negligence or willful misconduct by it, its agents or contractors, in connection with its provision of services and/or functions under this Agreement. The Indemnified Party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demand for which the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 6.2 The Indemnifying Party agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability including reasonable attorney fees. The Indemnifying Party shall not be liable for settlements by the Indemnified Party unless the Indemnifying Party has approved such settlements in advance and agrees to be bound by the agreement incorporating such settlements.

6.3 Without limiting the generality of the foregoing, to the extent that any services are performed in the State of Ohio each party hereby waives any immunity from its obligations to defend, indemnify and hold harmless the other party its corporate affiliates, their officers, employees and agents against and from claims by employees of each party, which immunity would otherwise arise by operation of Ohio Revised Code §§4123.74 and 4123.41 and Section 35, Article II, Ohio Constitution or any other statute or constitutional provision.

7. Limitation of Liability

7.1 Each party shall use reasonable efforts to perform its commitments under this Agreement; however, neither party shall be liable to the other for any loss, nor for defects or equipment failures, caused by conduct of the other party, the other party's agents, servants, contractors or others acting in aid or in concert with the other party.

7.2 In the case of any loss, cost, claim injury or liability arising from the negligence or willful misconduct of both parties, each party shall bear, and its obligations under Section 6 shall be limited to, that portion of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or misconduct.

7.3 Except for indemnity obligations which arise with respect to third party claims, each party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising out of any negligent act or omission in its performance of this Agreement (not involving willful or wanton misconduct), whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.4 Under no circumstances shall Ameritech be liable to MFS or MFS' customer for any failure with respect to completion of emergency calls.

7.5 These remedies shall be exclusive of all other remedies against Ameritech or MFS, their affiliates, subsidiaries or parent corporation (including their directors, officers, employees or agents).

7.6 Except for indemnity obligations which arise and relate to personal injury, neither party shall have any liability whatsoever to or through the other for any indirect, special, or consequential damages, including, but not limited to loss of anticipated profits or revenue or other economic loss in

connection with or arising from anything said, omitted or done hereunder, even if the other party has been advised of the possibility of such damages.

8. Miscellaneous

8.1 Compliance. Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

8.2 Independent Contractor. Each party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the parties. Each party and each parties' contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each party has sole authority and responsibility to hire, fire and otherwise control its employees.

8.3 Force Majeure. Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, or terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.

8.4 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

8.5 Confidentiality. Any information such as specifications, drawings, sketches, models, samples, data, computer programs and other software and documentation of one party that is furnished or made available or otherwise disclosed to the other party pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the disclosing party. Proprietary information, if written, shall be marked "Confidential"

or "Proprietary" or by other similar notice, and, if oral or visual, shall be transmitted by the disclosing party to the receiving party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the receiving party to be free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by the receiving party and its employees, contractors, agents and affiliates; (b) shall be disclosed to only those employees, contractors, agents or affiliates who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in writing by the parties.

- 8.6 Governing Law. This Agreement shall be governed by the laws of the state in which the services are performed.
- 8.7 Taxes. MFS shall pay or otherwise be responsible for all sales, use, excise, transaction or similar taxes or surcharges levied against or upon the purchaser of services or the provider of services which such provider is permitted to pass along to the purchaser, except for any tax on Ameritech's corporate existence, status or income, including, if applicable, the Michigan Single Business Tax. Taxes shall be billed as separate items on the invoice.
- 8.8 Assignment. Neither Ameritech nor MFS may assign this Agreement to a third party without the prior written consent of the other; provided that Ameritech and MFS may assign this Agreement to a corporate affiliate an entity under its common control or an entity acquiring all or substantially all of its assets upon prior written notice. Without limiting the generality of the foregoing, this agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.
- 8.9 Non-Waiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 8.10 Notices. Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

To MFS:

MFS Intelenet, Inc.
999 Oakmont Plaza Drive
Suite 400
Westmont, Illinois 60559
Attn: Director, Regulatory Affairs - Central Region

To Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn: Vice President and General Counsel

or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three (3) days after mailing in the case of first class or certified U.S. mail.

8.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos, or other proprietary trade dress in any advertising, press releases, publicity matters other promotional materials or otherwise without such Party's prior written consent. Neither Party will publicize the existence of this Agreement or the relationship between the Parties hereto without the other Party's prior written consent.

8.12 Survival. The parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

8.13 Joint Work Product. The Agreement is the joint work product of the parties and, in the event of any ambiguities, no inferences shall be drawn against either party.

8.14 No Third Party Beneficiaries. Nothing in this Agreement shall be interpreted, construed or regarded as creating any third-party beneficiary rights, either express or implied.

8.15 Entire Agreement. The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the

Agreement by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by both parties.

Attached and incorporated herein are:

- Exhibit A - Directory Assistance
- Exhibit B - NPAs of Ameritech Directory Assistance, Customer Name and Address and Information Call Completion services
- Exhibit C - Required Facilities
- Exhibit D - Dispute Resolution Between Executives
- Appendix A - MFS Offices with Ameritech Directory Assistance Service

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed as of this 13TH day of MARCH, 1996.

MFS Intelenet, Inc.

By: David Casuso

Printed: DAVID CASUSO

Title: VICE PRESIDENT

for MFS Intelenet, Inc. on behalf of and as agent for MFS Intelenet of Illinois, Inc., MFS Intelenet of Indiana, Inc., MFS Intelenet of Michigan, Inc., MFS Intelenet of Ohio, Inc. and MFS Intelenet of Wisconsin, Inc.

Ameritech Information Industry Services, a division of Ameritech Services, Inc.

By: A. Raymond Thomas

Printed: A. Raymond Thomas

Title: GENERAL MANAGER

for Ameritech Services, Inc. on behalf of and as agent for Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio and Ameritech Wisconsin



Exhibit A

Directory Assistance

A. **Definition** - Directory Assistance service shall consist of the following services.

1. Home NPA Directory Assistance - those calls in which the end users dial "1 + 411," "411," "1 + 555-1212" or "555-1212" or such other numbers as designated by MFS to obtain Directory Assistance for local numbers located within their LATA.¹

2. Customer Name and Address Service (CNA) - The provision of customer name and address information by Ameritech to MFS' customers who provide a phone number. This service is available only in the NPAs listed in Exhibit C attached hereto.

3. Information Call Completion - provides an end user who has accessed the Directory Assistance service and has received a number from the Audio Response Unit (ARU), the option of having the call completed by pressing a specific digit on a touch tone telephone provided the completed call is an intralata call.

4. Branding - the ability to put messages on the front end of a DA call that is directly trunked into Ameritech's DA switch.

B. **Contract Rates and Application** - the following rates and charges will apply

1. Home NPA Directory Assistance - rate will apply on a completed basis for all direct trunked calls.

\$.26 per occurrence

2. Customer Name and Address (CNA) - Cost per call originated from MFS to Ameritech's CNA Bureau.

\$.25 per occurrence

¹ Calls defined herein by dialing arrangement shall remain subject to this Agreement if such dialing arrangements change during the term of this Agreement unless such change makes service technically or economically impracticable.

3. Information call completion - rates apply on a completed call basis.

\$.17 per completed call

4. Branding - rate is a one time charge assessed on a per trunk group basis. A trunk group is a set of circuits from an end office to a tandem, from tandem to tandem, or from tandem to end office that possess the same characteristics, such as transporting the same type of traffic, and that are all assigned the same trunk group number.

\$650.00 per trunk group²

² . Ameritech will waive the \$650 charge associated with converting the existing DA Trunk Group to add MFS Branding in the case of the Trunk Group from the MFS switch at 800 S. Wells to the Wabash TOPS switch at 520 S. Federal.

Exhibit B

Ameritech Directory Assistance Services Available NPAs

| | | |
|-----------|-----------|-----------|
| <u>IL</u> | | <u>WI</u> |
| 312 | | 414 |
| 708 | | 608 |
| 815 | | 715 |
| 309 | | |
| 217 | | |
| 618 | | |
| 847 | | |
| 630 | | |
| 773 | | |
| <u>IN</u> | <u>OH</u> | <u>MI</u> |
| 219 | 419 | 616 |
| 317 | 216 | 517 |
| 812 | 614 | 313 |
| | | 810 |

Customer Name and Address Available NPAs

| | |
|-----------|-----------|
| <u>IL</u> | <u>WI</u> |
| 312 | N/A |
| 708 | |
| 847 | |
| 630 | |
| 773 | |
| <u>IN</u> | <u>OH</u> |
| N/A | N/A |
| | <u>MI</u> |
| | N/A |

Information Call Completion Available NPAs

| | |
|-----------|-----------|
| <u>IL</u> | <u>WI</u> |
| 312 | N/A |
| 708 | |
| 815 | |
| 309 | |
| 217 | |
| 618 | |
| 847 | |
| 630 | |
| 773 | |

IN
N/A

OH
419
216
614

MI
616
517
313
810

Exhibit C

Required Facilities

As provided in Sections 2 and 3 above, MFS is responsible for delivering its DA traffic to Ameritech's TOPS switch. Specifically, MFS needs to deliver its traffic direct from the end office to the TOPS switch location, and there can be no tandem switching. The TOPS location to which MFS will be responsible for delivering its DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, unless technical or economic reasons provide otherwise, have MFS deliver its DA traffic to the TOPS switch most closely located to the MFS's exchange originating the call.

Dispute Resolution between Executives.

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within seven (7) business days after delivery of this notice, the receiving party shall submit to the other a written response. The notice and the response shall include (i) a statement of each party's position and a summary of the arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within fifteen (15) business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

- (a) All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- (b) If the matter has not been resolved within forty-five (45) days of the disputing party's notice, or if the parties fail to meet within thirty (30) days, either party may, but shall not be required to, initiate non-binding mediation of the controversy or claim under the then-current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes or proceed with any other remedy available pursuant to law or equity
- (c) Continued Performance. Ameritech shall continue to provide services under this Agreement during the dispute resolution proceedings and MFS shall continue to make payments to Ameritech in accordance with this Agreement.

APPENDIX A

EXCHANGES COVERED BY AGREEMENT

Illinois

| <u>Exchange</u> | <u>NPA</u> | <u>NXX</u> | <u>LATA</u> |
|-------------------|------------|------------|-------------|
| Arlington Hts. | 847 | 463 | 358 |
| Bellwood | 708 | 401 | 358 |
| Bensenville | 708 | 477 | 358 |
| Des Plaines | 847 | 227 | 358 |
| Downers Grove | 708 | 874 | 358 |
| Elk Grove | 847 | 631 | 358 |
| Elmhurst | 708 | 589 | 358 |
| Lombard | 708 | 282 | 358 |
| Northbrook | 847 | 400 | 358 |
| Naperville | 708 | 300 | 358 |
| Oakbrook/Hinsdale | 708 | 203 | 358 |
| Schaumburg | 847 | 273 | 358 |
| Skokie | 847 | 745 | 358 |
| Summit | 708 | 929 | 358 |
| Wheeling | 847 | 777 | 358 |
| Chicago Zone 1 | 312 | 416 | 358 |
| Chicago Zone 1 | 312 | 803 | 358 |
| Chicago Zone 1 | 312 | 453 | 358 |
| Chicago Zone 2 | 312 | 442 | 358 |
| Chicago Zone 3 | 312 | 632 | 358 |
| Chicago Zone 4 | 312 | 598 | 358 |
| Chicago Zone 6 | 312 | 584 | 358 |

Michigan

| Exchange | NPA | NXX | LATA |
|-----------------|------------|------------|-------------|
| Auburn Heights | 810 | 270 | 340 |
| Birmingham | 810 | 430 | 340 |
| Centerline | 810 | 467 | 340 |
| Detroit Zone 1 | 313 | 989 | 340 |
| Detroit Zone 2 | 313 | 743 | 340 |
| Detroit Zone 3 | 313 | 731 | 340 |
| Detroit Zone 4 | 313 | 915 | 340 |
| Detroit Zone 5 | 313 | 952 | 340 |
| Detroit Zone 6 | 313 | 749 | 340 |
| Farmington | 810 | 957 | 340 |
| Pontiac | 810 | 365 | 340 |
| Royal Oak | 810 | 581 | 340 |
| Southfield | 810 | 936 | 340 |
| Troy | 810 | 729 | 340 |
| Warren | 810 | 819 | 340 |
| Wayne | 313 | 629 | 340 |
| West Bloomfield | 810 | 702 | 340 |

OH

WI

IN

N/A

N/A

N/A

Exhibit C
Case No. U-11098

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

Dated as of May 17, 1996

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of Ameritech Michigan**

and

MFS INTELENET OF MICHIGAN, INC.

EXECUTION COPY

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

Dated as of May 17, 1996

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of Ameritech Michigan**

and

MFS INTELENET OF MICHIGAN, INC.

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the 17th day of May, 1996 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation with offices at 350 N. Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Michigan ("Ameritech") and MFS Intelenet of Michigan, Inc., ("MFS") a Delaware corporation with offices at 1 Tower Lane, 27th Floor, Oakbrook Terrace, Illinois 60181.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and Ameritech hereby agree as follows:

1.0 DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Schedule 1.0. Schedule 1.0 sets forth the definitions of such terms as of the date specified on such Schedule and neither Schedule 1.0 nor any revision, amendment or supplement thereof which is prepared by the Parties to reflect any amended or additional term set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

1.3 "Affiliate" is As Defined in the Act.

1.4 "Agreement for Switched Access Meet Point Billing" means the Agreement for Switched Access Meet Point Billing dated as of May 17, 1996 by and between the Parties.

1.5 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.6 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.7 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.8 "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

1.9 "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling party.

1.10 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" or "Tandems" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.11 "CCS" means one hundred (100) call seconds.

1.12 "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.13 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the

Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

1.14 "Commission" or "MPSC" means the Michigan Public Service Commission.

1.15 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

1.16 "Cross Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.17 "Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

1.18 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to place local calls to Telephone Exchange Service Customers of another LEC, without the use of any access code and with no unreasonable dialing delay. "Toll Dialing Parity" means the ability of Telephone Exchange Service Customers of a LEC to have their toll calls (inter or intraLata) routed to a toll carrier (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.

1.19 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.20 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.21 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.22 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.23 "Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

- 1.24** "Exchange Access" is As Defined in the Act.
- 1.25** "FCC" means the Federal Communications Commission.
- 1.26** "Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.
- 1.27** "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octel ("3B1O").
- 1.28** "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).
- 1.29** "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal.
- 1.30** "Interconnection" is As Described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.
- 1.31** "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.32** "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.
- 1.33** "InterLATA" is As Defined in the Act.
- 1.34** "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D).
- 1.35** "IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic but including interzone calls.
- 1.36** "Local Access and Transport Area" or "LATA" is As Defined in the Act.
- 1.37** "Local Traffic" means those calls as defined by Ameritech's local calling areas, as described in maps, tariffs, or rate schedules filed with and approved by the Commission as